

**RESOLUTION OF THE BOARD OF TRUSTEES
TO AUTHORIZE THE PRESIDENT TO AGREE
TO TERM SHEET PRESENTED TO
AAUP-WSU FACULTY UNION ON FRIDAY, FEBRUARY 1, 2019**

WHEREAS, the University and AAUP-WSU have met for at least three recent sessions to discuss a successor collective bargaining agreement to the Terms and Conditions implemented by the Board;

WHEREAS, over the last several months the Board and the administration have been listening intently to what the union has stated to be their most pressing issues;

WHEREAS, the Board and the administration have tried hard to address these pressing issues;

WHEREAS, these pressing issues have been identified as retrenchment, workload, furloughs, non-tenure eligible faculty appointments, summer teaching rotation, merit pay, retirement incentives, and wages;

WHEREAS, in an attempt to move toward the union's position on retrenchment, workload, furloughs, non-tenure eligible faculty appointments, summer teaching rotation, merit pay, retirement incentives, and wages, the University agreed to compromise with the union in going back to the union's original language on retrenchment, workload, and merit pay; to accept the union's compromise proposal on furloughs limiting them to one day per semester, and the union's compromise proposal on summer teaching and non-tenure eligible faculty appointments; to agree with the union on retirement incentives; and to accept the union's proposal for an overall raise totaling 5% base pay and 1% merit pay in the last two years of a successor contract;

WHEREAS, throughout the whole bargaining process, the Board has been consistent on its need to save money by going to a single healthcare plan that includes all employees at Wright State University;

WHEREAS, the universal healthcare plan is a plan which is consistent with what most public employers offer;

WHEREAS, the University presented a Term Sheet to the AAUP-WSU in discussions held on Friday, February 1, 2019 to resolve outstanding issues with the union;

WHEREAS, the Board intends to authorize the President to enter into an agreement with the AAUP-WSU based upon the Term Sheet attached hereto as Exhibit A;

NOW THEREFORE,

BE IT RESOLVED, that the Wright State University Board of Trustees authorizes the President to enter into an agreement with the AAUP-WSU based upon the Term Sheet attached hereto as Exhibit A immediately upon the Board of Trustees approval of this Resolution.

I offer this Motion:
Is there a Second:
Roll Call Vote:

Exhibit A

TERM SHEET FOR SUCCESSOR CONTRACTS EFFECTIVE

FEBRUARY 1, 2019 – JUNE 30, 2020
AND
JULY 1, 2020 - JUNE 30, 2023

Wright State University (the “University”) has been a party to collective bargaining agreements with Tenure-Eligible and Tenured (“TET”) faculty and Non-Tenure Eligible (“NTE”) faculty who are all represented in a single bargaining unit by the Wright State University - American Association of University Professors (“AAUP-WSU”), whose most recent labor contracts with the University expired on June 30, 2017;

The University and the AAUP-WSU desire to put their differences behind them and move forward for the benefit of their students and university community and agree to enter into two successor labor contracts, the first effective **FEBRUARY 1, 2019 – JUNE 30, 2020** and the second effective **JULY 1, 2020 - JUNE 30, 2023** (the “First and Second Successor Contracts”);

Although there is no formal “Notice to Negotiate” pending between the parties, the terms and conditions of employment for AAUP-WSU members adopted by the Board of Trustees on January 4, 2019 shall be modified and/or incorporated into both the First and Second Successor Contracts as follows:

- **Tentative Agreements** – incorporate the tentatively agreed upon Articles and Appendices from the most recent negotiation process.
- **Workload** -- return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors.
- **Retrenchment** – maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 (which already reflected a return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors).
- **Continuing Appointment and Promotion** -- return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contract with the NTE professors with the exception that the continuing appointment language begins with the 8th year of employment (and no longer the 7th year) for faculty who sign an initial offer letter after April 1, 2019.
- **Cost Savings Days** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 with the exception that cost savings days (furloughs) are limited to a maximum of one day per semester.

Exhibit A

- **Retirement Incentive Program** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019;
 - add language to clarify program is through June 30, 2023.

- **Summer Teaching/Faculty Rights and Responsibilities** -- where the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 modified language regarding summer teaching, return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors with the exception that the pay rate for summer teaching is reduced by 20% (using the 1/45th base salary calculation);
 - adopt the sections that were tentatively agreed upon from the most recent negotiation process that address summer teaching / faculty rights and responsibilities;
 - add language that the parties agree to meet to consider changes to summer teaching aimed at enhancing summer revenue and enrollment;
 - modify the overload and laboratory research stipend rates to reflect the base salary and merit increases by making an adjustment in year 2022/2023 of 6%.

- **Medical, Dental and Vision Insurance** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019;
 - add language that the University's healthcare plan will remain the same through December 31, 2020;
 - add language to clarify Section 26.4 is through June 30, 2023;
 - add language that placement in premium tier levels will be based upon the member's nine-month salary (and not the annualized salary.)

Exhibit A

- **Pay and Salary Provisions**

- **Merit Pay/Annual Evaluation** -- return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors, and adjust amounts per the “compensation chart;”
- **Compensation** – adjust amounts per the “compensation chart;”
 - maintain provisions keeping a promotion pay increase for any BUFM who is promoted but paid at current amount (no increase to the amount until adjusted per the “compensation chart;”
- **Minimum Salaries** – adjust amounts per the “compensation chart.”

<u>Academic/Fiscal Year</u>	<u>General Salary Increase</u>	<u>Minimum Salary Increase</u>	<u>Merit Pay</u>
18/19	0%	0%	0% N/A
19/20	0%	0%	0% N/A
20/21	0%	0%	0% N/A
21/22	2.5%	.5%	0% N/A
22/23	2.5%	.5%	1%

*Note for 17/18 (0% increase in all areas as no “retroactive” payments to be made)

- **Enter into Contemporaneous Memoranda of Understanding (MOUs):**

- AAUP-WSU members who exercised their right to strike will not receive “back pay” for the non-payment of wages for time not worked, but will have their health insurance benefits “bridged” so as to suffer no gap in health insurance benefit coverage.
- Mutual withdrawal by parties of all pending unfair labor practice charges (ULPs) with prejudice.

FOR THE UNIVERSITY:

FOR THE AAAUP-WSU:

Date

Date